



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

ROBINSON, MCFADDEN & MOORE, P.C.

COLUMBIA | GREENVILLE

January 10, 2006

HAND DELIVERED

Mr. Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Synergy Business Park, Saluda Building
101 Executive Center Drive
Columbia, SC 29210

Bonnie D. Shealy
1901 MAIN STREET, SUITE 1200
POST OFFICE BOX 944
COLUMBIA, SOUTH CAROLINA 29202

PH
(803) 779-8900 | (803) 227-1102 *direct*
FAX
(803) 252-0724 | (803) 744-1551 *direct*

bshealy@robinsonlaw.com

**Re: VCI Company doing business in South Carolina as Vilaire
Communications, Inc.
Application for local exchange authority
Our File No. 30080-0001**

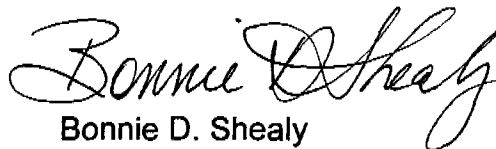
Dear Mr. Terreni:

Enclosed for filing please find the Application of VCI Company, doing business in South Carolina as Vilaire Communications, Inc., for a certificate of public convenience and necessity to provide local telephone services within the State of South Carolina. The company is also requesting flexible regulatory treatment of its local service offerings. Please date-stamp the extra copies of the Application as proof of filing and return them with our courier. By copy of this letter we are serving the same on the Office of Regulatory Staff.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.


Bonnie D. Shealy

/bds
Enclosure

cc/enc: Dan F. Arnett, Chief of Staff of ORS (via email & U.S. Mail)
Florence Belser, General Counsel of ORS (via email & U.S. Mail)
Ms. Stacey A. Klinzman (via email & U.S. Mail)
Ms. Daphne Duke (via email)

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:)	
Application of VCI Company d/b/a)	
Vilaire Communications, Inc.)	VCI COMPANY D/B/A
For a Certificate of Public Convenience)	VILAIRE COMMUNICATIONS, INC.
And Necessity to Provide Resold and)	CERTIFICATION APPLICATION
Facilities Based Local Exchange)	
Telecommunications Services,)	
And for Flexible Regulatory)	
Treatment)	
<hr/>		

VCI Company, doing business in South Carolina as Vilaire Communications, Inc., ("Vilaire" or "Applicant") by its undersigned counsel, pursuant to S.C. Code § 58-9-280, § 253 of the Telecommunications Act of 1996 (47 U.S.C. §253), and the rules and orders of the South Carolina Public Service Commission ("the Commission") hereby submits its application to the Commission for a Certificate of Convenience and Necessity for authority to provide resold and facilities-based local exchange telecommunications services in the State of South Carolina ("Application"). Vilaire proposes to operate in South Carolina in the exchanges currently served by BellSouth Telecommunications, Inc. ("BellSouth").

Vilaire respectfully requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order. No. 98-165 in Docket No. 97-467-C, and that the Commission waive the application of certain Commission Rules pursuant to 26 S.C. Regs. 103-601(3).

The Applicant submits the following in support of its Application:

I. Description of the Applicant

1. Vilaire is a privately held corporation organized under the laws of the State of Washington, on November 24, 2003, as VCI Company. Because of a name conflict at the South Carolina Secretary of State's Office, Applicant is registered as a foreign corporation in South Carolina under the name Vilaire Communications, Inc. A copy of Applicant's Articles of Incorporation and amendments under the name VCI Company are attached hereto as Exhibit A. Copies of Applicant's certificate of authority to transact business within the State of South Carolina as a foreign corporation and evidence of registration of the fictitious name Vilaire Communications, Inc. are attached as Exhibit B.

2. The principal office of Applicant is located at:

3875 Steilacoom Blvd S.W. #A
Lakewood, Washington 98499:
Phone: 800-923-8375
Fax: 253 475-6328.
www.vilaire.com

3. The corporate contact information for Applicant is:

Stan Efferding
Secretary/Treasurer
3875 Steilacoom Blvd S.W. #A
Lakewood, Washington 98499
Phone: 206-419-5948
Fax: 253 475-6328
Email: vilaire@comcast.net

I. Description of the Applicant (cont'd)

4. Questions concerning the Applicant or this filing may be addressed to the following representatives:

Bonnie D. Shealy, Esquire
Robinson McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Phone: 803-779-8900
Facsimile: 803-252-0724
Bshealy@robinsonlaw.com

And to:

Sean Taschner
Regulatory Assistant
VCI Company
3875 Steilacoom Blvd. S.W. #A
Lakewood, Washington 98499
Phone: (253) 830-0056 ext. 159
Fax: (253) 475-6328
Email: Seant@vcicompany.com

5. Applicant's registered agent within South Carolina is:

National Corporate Research, Ltd.
2 Office Park Court, Suite 103
Columbia, South Carolina 29223.

6. A corporate organizational chart for Applicant is attached hereto as Exhibit C and a list of its officers is attached hereto as Exhibit D.

II. Description of Authority Requested

7. Vilaire seeks authority to provide resold and facilities-based local exchange telecommunications services in the State of South Carolina.

8. Vilaire does not intend to provide 900 or 700 services.

9. Vilaire will own no transmission facilities with the State of South Carolina. Vilaire intends to utilize the facilities and communications networks of facilities-based local exchange carriers. Vilaire does not intend to provide local exchange services in areas where the incumbent carriers have a rural exemption.

10. Vilaire will abide by all applicable rules governing telecommunications operations that the Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

III. Proposed Services

11. Vilaire proposes to operate as a Competitive Local Exchange Carrier offering competitive, facilities-based and resale, local exchange services to residential customers in the service areas currently served by BellSouth. Vilaire intends to provide facilities-based local exchange services using Unbundled Network Elements, such as the local loop, leased or purchased from BellSouth. Vilaire may further resell BellSouth's local exchange services. Facilities to be used in Vilaire's provision of local services will be those of its underlying carrier. Vilaire may purchase switching equipment and network facilities, or construct network facilities in the future.

12. Vilaire's local exchange services may include, but will not be limited to the following: (1) basic residential local exchange services; (2) custom calling features such as call waiting, caller ID, call forwarding, three-way calling, etc.; and (3) ancillary services such as 911 and directory assistance, etc. Vilaire's telecommunications services will be available on a full-time basis, 24 hours a day, seven days a week.

13. Vilaire's proposed tariff is attached hereto as Exhibit E.

IV. Description and Fitness of Applicant

14. Vilaire is a telephone company headquartered in Lakewood, Washington currently providing local telephone service to about 30,000 consumers in eight states: Iowa, Minnesota, Montana, North Dakota, Oregon, South Dakota, Washington and Wyoming. In addition, Vilaire is authorized to provide local exchange telecommunications services in the following states: California, Colorado, Florida, Idaho, Michigan, Nebraska, Nevada, New Mexico, Texas, Utah and Wisconsin. Applications are pending in Arizona, Kentucky, Louisiana, Ohio, and North Carolina. Vilaire has not been denied certification in any state where it has made application. The Applicant has not had certification revoked in any state.

15. Vilaire's financial standing is impeccable, as is demonstrated by the Applicant's income statements and balance sheets attached hereto as Exhibit F. The attached documents demonstrate that Vilaire is adequately capitalized to provide reliable, long-term service to subscribers in the State of South Carolina. Vilaire does not require construction of its own facilities, nor does it have plans to construct facilities of its own at this time. Vilaire is fully funded and requires no additional external capitalization to initiate and sustain its operations, nor does it expect to incur significant expense to provide local exchange service.

16. The resumes of Vilaire's principals, hereto attached as Exhibit G to the Application, indicate that Applicant possesses the expertise to successfully operate a telecommunications enterprise in the State of South Carolina. Vilaire's principals have extensive experience in the telecommunications industry, including management and financial analysis/accounting.

IV. Description and Fitness of Applicant (cont'd)

17. As a provider of Unbundled Network Element ("UNE") based and resale local exchange telecommunications services, Applicant's technical ability rests solely on the network of its underlying carrier.

V. Waivers

18. 26 S.C. Regs 103-603(3) provides that when compliance with any rule or regulation creates "unusual difficulty," the rule or regulation may be waived by the commission upon a finding that such waiver is in the public interest. As demonstrated below, compliance with certain Commission rules will create "unusual difficulty" for Applicant and waiver of these rules will be in the public interest. Vilaire requests that the Commission grant it waivers of the following regulatory requirements.

19. Vilaire requests a waiver of the requirement in 26 S.C. Regs. 103-610 that all records required under the rules be kept within the State of South Carolina. Vilaire bases its operations in the Lakewood, Washington, and will offer services in multiple jurisdictions. It would be impractical and administratively burdensome for Vilaire to maintain separate records in all of the states in which it operates. Accordingly, Vilaire seeks a waiver so that it may maintain its records at its principal place of business in Lakewood, Washington.

20. Vilaire requests a waiver of the requirement in 26 S.C. Regs. 103-611 that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts. Because Vilaire uses the Generally Accepted Accounting Principles, the Commission will have a reliable means by which to evaluate operations

V. Waivers (cont'd)

21. Vilaire does not intend to publish telephone directories and requests a waiver of 26 S.C. Regs. 103-631. Vilaire will make arrangements to ensure that the names of its customers are included in the directories published by the appropriate incumbent local exchange carrier. Waiver of the directory requirement is justified because it would be an unnecessary burden on Vilaire to require it publish and distribute a separate directory to all customers located within each exchange area.

22. Vilaire intends to offer its services in the geographic area of incumbent local exchange carriers operating in the State of South Carolina. Therefore, Vilaire requests that the Commission waive the requirement of 26 S.C. Regs. 103-612.2.3 and not require it to file a map "showing its certificated area and/or exchange service area".

VI. Flexible Regulation

23. In Docket Number 97-467-C, Order No. 98-165, the Commission approved flexible regulation for NewSouth Communications, LLC. This form of regulation included a rate structure which incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process, as similarly situated competitive local exchange carriers. Vilaire submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above-mentioned docket. Vilaire requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

VII. Interconnection Agreements

24. Applicant has requested of BellSouth to adopt the Interconnection Agreement between BellSouth and Budget Phone, Inc. in its entirety. The adoption papers are being prepared at this time. The resulting Interconnection Agreement will be filed with the Commission pursuant to the Commission's rules and regulations.

VIII. Public Interest Considerations

25. Grant of the Application will further the goals of the South Carolina Legislature and is consistent with S.C. Code § 58-9-280. Vilaire has the financial technical and managerial ability to provide high quality resold and facilities based local exchange services that meet the Commissions standards. Furthermore, Vilaire will, to the extent it may be required to do so by the Commission, participate in the support of universally available telephone service at affordable rates.

26. Finally, Vilaire's service will increase the availability of affordable local exchange telecommunications services, and thus will not have an adverse impact on the availability of affordable local exchange service. Intrastate offering of these services is in the public interest because the services will provide South Carolina customers increased efficiencies and cost savings. Authorizing Vilaire to provide competitive local exchange telecommunications services will materially enhance the telecommunications infrastructure in the State of South Carolina and will promote further economic development. In particular, the public will benefit both directly, through the use of the competitive services to be offered by Vilaire and indirectly, because Vilaire's presence in South Carolina will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

IX. Conclusion

27. Vilaire submits that the information provided herein demonstrates that it has the financial, managerial and technical resources to provide local exchange service in the State of South Carolina. Moreover, grant of this application promotes the public interest by increasing competition in the South Carolina telecommunications market and furthering the goal of universally available telephone service

28. Therefore, Vilaire requests that the Commission approve the Application for a Certificate of Public Convenience and Necessity to provide resold and facilities based local exchange telecommunications services, allow the applicant to employ flexible regulation, grant the applicant's request for waivers of certain Commission rules; and grant any such other relief that is just and proper.

(Signature Next Page)

Dated this 10th day of January, 2006.

Respectfully submitted,

ROBINSON MCFADDEN & MOORE, P.C.

By: Bonnie Shealy

Bonnie Shealy
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Telephone (803) 77928900
Facsimile (803) 252-0724
Bshealy@robinsonlaw.com

Attorneys for VCI Company doing business in South
Carolina as Vilaire Communications, Inc.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:)	
Application of VCI Company d/b/a)	
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For a Certificate of Public Convenience)	VILAIRE COMMUNICATIONS, INC.
And Necessity to Provide Resold and)	CERTIFICATION APPLICATION
Facilities Based Local Exchange)	
Telecommunications Services,)	
And for Flexible Regulatory)	
Treatment)	

LIST OF EXHIBITS

- A. ARTICLES OF INCORPORATION
- B. CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS WITHIN THE STATE OF SOUTH CAROLINA AS A FOREIGN CORPORATION AND EVIDENCE OF REGISTRATION OF THE FICTITIOUS NAME VILAIRE COMMUNICATIONS, INC.
- C. CORPORATE ORGANIZATIONAL CHART
- D. LIST OF OFFICERS
- E. PROPOSED LOCAL EXCHANGE TARIFF
- F. UNAUDITED FINANCIAL STATEMENTS
- G. RESUMES OF PRINCIPALS

EXHIBIT A

APPLICANT'S ARTICLES OF INCORPORATION

(ATTACHED)



STATE OF WASHINGTON
SECRETARY OF STATE

• Please PRINT or TYPE in black ink
• Sign, date and return original AND ONE COPY to:
CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

FILED
SECRETARY OF STATE

MAR 19 2004

STATE OF WASHINGTON

03/19/2004 377079
\$0.00 Document
Only
Tracking ID: 691069

ARTICLES OF AMENDMENT
WASHINGTON
PROFIT CORPORATION

(Per Chapter 23B.10 RCW)

FEE: \$30

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

FOR OFFICE USE ONLY

FILED: 3 19 104

IMPORTANT! Person to contact about this filing

Daytime Phone Number (with area code)

AMENDMENT TO ARTICLES OF INCORPORATION

NAME OF CORPORATION (As currently recorded with the Office of the Secretary of State)

STAN E + STAN J, INC.

UBI NUMBER

602344481

CORPORATION NUMBER (If known)

AMENDMENTS TO ARTICLES OF INCORPORATION WERE ADOPTED ON

Date: 3-19-04

EFFECTIVE DATE
OF ARTICLES OF
AMENDMENT

(Specified effective date may be up to 30 days AFTER receipt of the document by the Secretary of State)

☐ Specific Date: ☐ Upon filing by the Secretary of State

ARTICLES OF AMENDMENT WERE ADOPTED BY (Please check ONE of the following)

- ☐ Incorporators. Shareholders action was not required
☒ Board of Directors. Shareholders action was not required
☐ Duly approved shareholder action in accordance with Chapter 23B.10 RCW

AMENDMENTS TO THE ARTICLES OF INCORPORATION ARE AS FOLLOWS

If amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment must be included. If necessary, attach additional amendments or information.

NAME CHANGE TO: VCI COMPANY

CHANGE SHARES TO: 10

SIGNATURE OF OFFICER

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

Stanley Johnson
Printed Name

3/19/04
Date

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

005-002 (9/00)



**STATE OF WASHINGTON
SECRETARY OF STATE**

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

**ARTICLES OF AMENDMENT
WASHINGTON
PROFIT CORPORATION**

(Per Chapter 23B.10 RCW)

FEE: \$30

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

FOR OFFICE USE ONLY

FILED: / /

IMPORTANT! Person to contact about this filing

Stanley Johnson

Daytime Phone Number (with area code)

(206) 973-2476

AMENDMENT TO ARTICLES OF INCORPORATION

SECRETARY OF STATE

NAME OF CORPORATION (As currently recorded with the Office of the Secretary of State)

VCI Company

FILED FEB 27 2004

STATE OF WASHINGTON

UBI NUMBER

CORPORATION NUMBER (If known)

AMENDMENTS TO ARTICLES OF INCORPORATION WERE ADOPTED ON

602344481

Date: 2/27/04

EFFECTIVE DATE
OF ARTICLES OF
AMENDMENT

(Specified effective date may be up to 30 days AFTER receipt of the document by the Secretary of State)

☐ Specific Date: _____

☐ Upon filing by the Secretary of State

ARTICLES OF AMENDMENT WERE ADOPTED BY (Please check ONE of the following)

☐ Incorporators. Shareholders action was not required

☒ Board of Directors. Shareholders action was not required

☐ Duly approved shareholder action in accordance with Chapter 23B.10 RCW

AMENDMENTS TO THE ARTICLES OF INCORPORATION ARE AS FOLLOWS

If amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment must be included. If necessary, attach additional amendments or information.

Changing my Name to

Stanley Johnson, Inc

SIGNATURE OF OFFICER

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

Signature of Officer

Stanley Johnson

2/27/04

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

005-002 (9/00)

FOR OFFICE USE ONLY

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02/27/2004 362894
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Doc No: 362894-001



**STATE OF WASHINGTON
SECRETARY OF STATE**

329-1697.0
2003

**APPLICATION TO FORM A
PROFIT CORPORATION**

(Per Chapter 23B.03 RCW)

FEE: \$175

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

FILED
SECRETARY OF STATE
NOV 24 2003

STATE OF WASHINGTON
OFFICE USE ONLY

FILED: 1 1	UBI: 6002-344-481
CORPORATION NUMBER:	

IMPORTANT! Person to contact about this filing <u>Stanley Johnson</u>	Daytime Phone Number (with area code) (253) 933-2476
--	---

ARTICLES OF INCORPORATION

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.") <u>VCI Company</u>	
NUMBER OF SHARES (Minimum of one (1) share must be listed) THE CORPORATION IS AUTHORIZED TO ISSUE <u>100</u>	CLASS OF SHARES (If "preferred" class is checked, please attach description) <input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred
EFFECTIVE DATE OF INCORPORATION (Specified effective-date may be up to 90 days AFTER receipt of the document by the Secretary of State) <input type="checkbox"/> Specific Date: <input checked="" type="checkbox"/> Upon filing by the Secretary of State	

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT	
Name <u>Stanley Johnson</u>	
Street Address (Required) <u>7304 Zircow Dr SW</u> City <u>Lakewood</u> State <u>WA</u> ZIP <u>98499</u>	
PO Box (Optional - Must be in same city as street address) _____ ZIP (if different than street ZIP) _____	
I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.	
Signature of Agent	Printed Name <u>Stanley Johnson</u> Date <u>11/24/03</u>

NAMES AND ADDRESSES OF EACH INCORPORATOR (If necessary, attach additional names and addresses)	
Name <u>Stanley Johnson</u>	
Address <u>7304 Zircow Dr SW</u> City <u>Lakewood</u> State <u>WA</u> ZIP <u>98499</u>	
Name <u>Stan Effording</u>	
Address <u>7304 Zircow Dr SW</u> City <u>Lakewood</u> State <u>WA</u> ZIP <u>98499</u>	
Name _____	
Address _____ City _____ State _____ ZIP _____	

SIGNATURE OF INCORPORATOR	
This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.	
Signature of Incorporator	Printed Name <u>Stanley Johnson</u> Title <u>President</u> Date <u>11/24/03</u>

CORPORATIONS INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

WASHINGTON STATE
Only
Tracking ID: 634759
Doc No: 314330-002

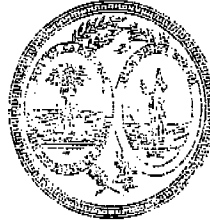
005-001 (9/00)

EXHIBIT B

**APPLICANT'S CERTIFICATE OF AUTHORITY TO
TRANSACT BUSINESS WITHIN THE STATE OF
SOUTH CAROLINA AS A FOREIGN CORPORATION
AND EVIDENCE OF REGISTRATION OF THE FICTITIOUS
NAME VILAIRE COMMUNICATIONS, INC.**

(ATTACHED)

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

VCI COMPANY,
a corporation duly organized under the laws of the state of WASHINGTON and issued a certificate of authority to transact business in South Carolina on November 18th, 2005, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
18th day of November, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

NOV 18 2005

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CORPORATION ADOPTING A FICTITIOUS NAME
FOR USE IN THE STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

I, the undersigned Stanley Johnson

do hereby certify that the following is a true, complete, and correct copy of a certain resolution of the Board of Directors of VCI Company which resolution was duly adopted at a duly called meeting of the said Board, held on 11/15/05 (date), a quorum being present, and is set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of this corporation; and the said resolution has not been rescinded or modified:

*Resolved that VCI Company
organized and existing in the State of Washington, hereby
adopts the name Vilaire Communications, Inc. for
use in the State of South Carolina for all purposes, and further resolved that
the officers of the corporation are authorized and directed to take all steps
that they deem necessary and appropriate to qualify the corporation to do
business within the State of South Carolina under the name:
Vilaire Communications, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation on this the 15th day of November, 2005

[Signature]
Company's Signature

051118-0100
VCI COMPANY

FILED: 11/18/2005

Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

EXHIBIT C

APPLICANT'S CORPORATE ORGANIZATIONAL CHART

(ATTACHED)

APPLICANT'S CHART OF CORPORATE STRUCTURE

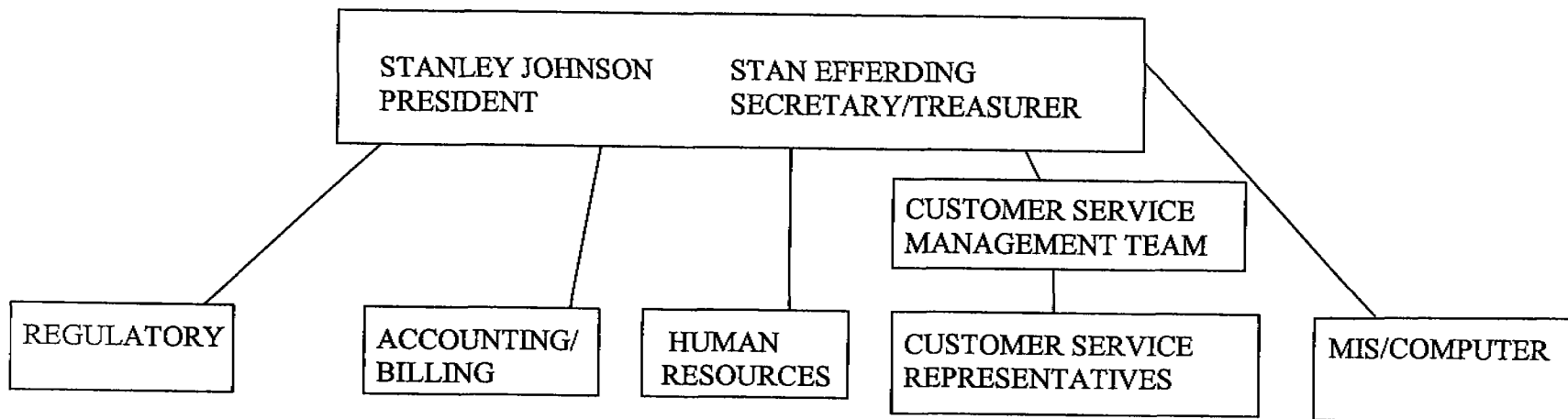


EXHIBIT D

APPLICANT'S LIST OF OFFICERS

President

Stanley Johnson
3875 Steilacoom Blvd S.W. #A
Lakewood, Washington 98499

Secretary/Treasurer

Stan Efferding
3875 Steilacoom Blvd S.W. #A
Lakewood, Washington 98499

EXHIBIT E

**APPLICANT'S PROPOSED TARIFF
(ATTACHED)**

VCI Company doing business in South Carolina as
Vilaire Communications, Inc.

Terms, Conditions, Rates and Charges

Relating to Local Exchange Services of this Company

In the State of South Carolina

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by VCI Company doing business in South Carolina as Vilaire Communications, Inc. ("Company") with its principal of business located at 3875 Steilacoom Boulevard S.W. #A, Lakewood, Washington 98499 for services furnished to residential Customers within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:
Issued By:

Stan Efferding
Secretary/Treasurer
3875 Steilacoom Blvd. S.W. #A
Lakewood, Washington 98499
(800) 923-8375

Effective:

CHECK SHEET

Current sheets in the Tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

*Indicates Sheets included with this filing.

Issued:

Effective:

Issued By:

Stan Efferding
Secretary/Treasurer
3875 Steilacoom Blvd. S.W. #A
Lakewood, Washington 98499
(800) 923-8375

TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Sheet Number</u>
Title Sheet	1
Tariff Check Sheet	2
Table of Contents	3
Application of Tariff	5
Symbols	6
SECTION 1.0 – DEFINITIONS.....	7
SECTION 2.0 – REGULATIONS.....	9
2.1 Undertaking of the Company.....	9
2.2 Shortage of Equipment or Facilities	10
2.3 Selection of Transmission.....	10
2.4 Notification of Service-Affecting Activities.....	10
2.5 Provision of Equipment and Facilities	10
2.6 Terms and Conditions	11
2.7 Liability.....	11
2.8 Assignment	16
2.9 Obligations of the Customer	17
2.10 Prohibited Uses	19
2.11 Payments.....	20
2.12 Taxes, Charges and Fees.....	25
2.13 Deposits.....	25
2.14 Advance Payments.....	25
2.15 Refusal or Discontinuance of Services	26
2.16 Reconnection of Service	29
2.17 Promotions	29

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TABLE OF CONTENTS (CONT'D)

SECTION 3.0- LOCAL EXCHANGE SERVICES	30
3.1 General	30
3.2 Timing of Calls	31
3.3 Service Area	31
3.4 Exchanges and Local Calling Areas	31
3.5 Service Descriptions	32
SECTION 4.0 – MAXIMUM RATES AND CHARGES	33

Price List, Appendix A, Attached

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APPLICATION OF TARIFF

VCI Company doing business in South Carolina as Vilaire Communications, Inc. has been authorized by the South Carolina Public Service Commission ("Commission") to provide competitive local exchange services.

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential Customers within the Company's authorized service area. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS
OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used as set out below to describe specific changes made to the original Tariff.

- | | |
|---|--|
| C | Indicates a changed listing, rule, or condition, which may affect rates or charges |
| D | Indicates discontinued material, including a listing, rate, rule or condition |
| I | indicate an increase |
| M | Indicates that the material has been relocated to-another part of price list schedules with no change in text, rate, rule or condition |
| N | Indicates new material including listing, rate, rule or condition |
| R | Indicates a reduction |
| S | Indicates reissued matter |
| T | Indicates a change in wording of text, but not a change in rate, rule or condition. |

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1.0 - DEFINITIONS

The following words and terms when used in this Tariff shall have the meaning set out by this section.

Advance Payment: A payment required before the start of service. An advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Company or Name of Company: Vilaire Communications, Inc. or Vilaire

Commission: South Carolina Public Service Commission.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

ILEC: Incumbent local exchange carrier.

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

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1.0 – DEFINITIONS (CONT'D)

Non-Recurring Charge: The initial charge, usually assessed on a one-time basis, to initiate and establish service and other one time fees such as reconnection, late payment and NSF check charges as may be set forth in this Tariff.

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Residential Service: Telephone Service provided to Customers when the actual or obvious use is for domestic purposes.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this Tariff, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this Tariff; except that the duration of the service is calculated from the Service Commencement Date.

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2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- 2.1.1.1 The Company undertakes to furnish local exchange communications service pursuant to the terms of this Tariff.
- 2.1.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this Tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.1.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any tariffs or price lists of such other communications carriers.
- 2.1.1.5 The services of the Company are furnished for the transmission of voice communications. Service is available twenty-four hours a day, seven days a week.

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2.0 – REGULATIONS (CONT'D)

2.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services may be provided using resale and/or leased services of the Incumbent Local Exchange Company

2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this Tariff.

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff.

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2.0 – REGULATIONS (CONT'D)

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this Tariff, a month is considered to have thirty days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.

2.6.2 This Tariff shall be interpreted and governed by the laws of the State of Minnesota and the Rules issued by the Minnesota Public Utilities Commission.

2.7 Liability

2.7.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.7.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control; including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.7.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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2.0 – REGULATIONS (CONT'D)

2.7 Liability (Cont'd)

- 2.7.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.7.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.7.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.7.7 The Company is not liable for any claims for loss or damages involving:
- 2.7.7.1 Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 2.7.7.2 Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - 2.7.7.3 Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
 - 2.7.7.4 Any act or omission in connection with the provision of 911, E911 or similar services; or
 - 2.7.7.5 Any non-completion of calls due to network busy conditions.

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2.0 – REGULATIONS (CONT'D)

2.7 Liability (Cont'd)

2.7.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.7.8.1 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.7.8.2 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted, by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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2.0 – REGULATIONS (CONT'D)

2.7 Liability (Cont'd)

2.7.8 Cont'd:

- 2.7.8.3 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non pre-emptability as may be provided by the other entities.
- 2.7.8.4 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.7.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.7.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
- 2.7.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.0 – REGULATIONS (CONT'D)

2.7 Liability (Cont'd)

2.7.12 With respect to Emergency Number 911 Service:

- 2.7.12.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- 2.7.12.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 2.7.12.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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2.0 – REGULATIONS (CONT'D)

2.7 Liability (Cont'd)

2.7.13 Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

2.8 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing,

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2.0 – REGULATIONS (CONT'D)

2.9 Obligations of the Customer

2.9.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 2.9.1.1 the payment of all applicable charges pursuant to this Tariff;
- 2.9.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2.0 – REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.1 General (Cont'd)

- 2.9.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.9.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.9.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- 2.9.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.9.1.4.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.9.1.7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 2.9.1.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.0 – REGULATIONS (CONT'D)

2.10 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.10.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

2.10.1.1 Using service to make calls that might reasonably be expected to frighten, torment, or harass another.

2.10.1.2 Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.10.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this Tariff. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

2.10.2.1 Rearranging, tampering with, or making connections not authorized by this Tariff to any network components used to furnish service; or

2.10.2.2 Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments

2.11.1 Customer Obligations

- 2.11.1.1 Customers must pay bills within fifteen (15) days of the invoice date. Monthly recurring charges are invoiced on or about the first of the month for which the charges apply. Amounts not paid within fifteen (15) days after the date of the invoice are considered delinquent. Delinquent bills are subject to a late payment charge of 1.5% on the unpaid balance, pursuant to Commission rules.
- 2.11.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- 2.11.1.3 Payments should be mailed to the Company's business office, located at 3875 Steilacoom Blvd. S.W. #A, Lakewood, WA 98499. Billing inquiries should be directed to the Company's Customer services department at 800-923-8375.
- 2.11.1.4 If a Customer's payment is denied by a bank or other financial institution for non-sufficient funds (NSF), the Customer will be assessed the returned payment charge set forth in Section 4 of this Tariff. The Company may refuse to accept payment by check from Customers whose payments are returned by the bank or financial institution two or more times.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments (Cont'd)

2.11.2 Billing

2.11.2.1 Monthly recurring charges are invoiced on or about the first of the month for which the charges apply.

2.11.2.2 Bills are due and payable within fifteen (15) days of the invoice date. Bills paid sixteen (16) or more days after then invoice date are subject to a 1.5% charge on the unpaid balance as permitted by Commission rule.

2.11.2.3 Adjustment of Bills

A. Customer Willfully Overcharged

Pursuant to Commission Rule 103-623.1, if the Company willfully overcharges any Customer, the Company will refund the difference, plus interest, as prescribed by the Commission, for the period of time that can be determined that the Customer was overcharged.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments (Cont'd)

2.11.2 Billing (Cont'd)

2.11.2.3 Adjustment of Bills (Cont'd)

B. Customer Inadvertently Overcharged

Pursuant to Commission Rule 103-623.2, if the Company has inadvertently overcharged a Customer as a result of a misapplied schedule or any other human or machine error, the Company will, for any amount of dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the Customer's option, credit, or refund the excess amount paid by that Customer or credit the amount billed as provided by the following:

1. If the interval during which the Customer was overcharged can be determined, then the Company will credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
2. If the interval during which the Customer was overcharged cannot be determined then the Company will credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.
3. If the exact amount of the overcharge incurred by the Customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payment.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments (Cont'd)

2.11.2 Billing (Cont'd)

2.11.2.3 Adjustment of Bills (Cont'd)

C. Customer Undercharged Due to Willfully Misleading Company

Pursuant to Commission Rule 103-623.3, if the Company has undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any action by any person (other than the employees or agents of the Company), such as tampering with the facilities, when it is evident that such tampering or bypassing occurred during the residency of that Customer, or if it is evident that a Customer has knowledge of being undercharged without notifying the Company as such, then the telecommunications utility shall recover the deficient amount provided as follows:

1. If the interval during which the Customer was undercharged can be determined, then the Company will collect the deficient amount incurred during the entire interval, provided the applicable statute of limitations is not exceeded.
2. If the interval during which the Customer was undercharged cannot be determined, then the Company will collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Company.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments (Cont'd)

2.11.2 Billing (Cont'd)

2.11.2.3 Adjustment of Bills (Cont'd)

D. Customer Undercharged Due to Human or Machine Error.

Pursuant to Commission Rule 103-623.4, if the Company has undercharged any Customer as a result of a misapplied schedule, or any human or machine error then the Company may recover the deficient amount as follows:

1. If the interval during which a Customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.
2. If the interval during which a Customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the Company.
3. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the Customer was subject to pay the deficient amount.

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2.0 – REGULATIONS (CONT'D)

2.11 Payments (Cont'd)

2.11.3 Disputed Bills

2.11.3.1 Pursuant to Commission Rule 103-628, the Company promptly and thoroughly will investigate Customer complaints concerning the Company's charges, practices, facilities, or service.

2.11.3.2. In the event a Customer and the Company cannot resolve a complaint or billing dispute to their mutual satisfaction, the Customer may contact the Commission for assistance. The address and telephone numbers for the Commission are:

South Carolina Public Service Commission
Synergy Business Park
Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29211
Telephone number: 803.737.5100
Toll-free: 800.922.1531

2.12 Taxes, Charges and Fees

In addition to the rates and charges described in this Tariff, the Customer may be responsible for payment of taxes, charges or fees ordered by the Commission, the State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.13 Deposits

2.16.1 The Company does not collect deposits for local service.

2.14 Advance Payments

The Company does not collect advance payments.

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2.0 – REGULATIONS (CONT'D)

2.15 Refusal or Discontinuance of Service

2.15.1 Permissible Reasons for Service Refusal or Discontinuance

Pursuant to Commission rule 103-625, service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer will be allowed a reasonable time in which to comply with the rule before service is discontinued.

- 2.15.1.1 Without notice, in the event of a condition determined by the utility to be hazardous or dangerous;
- 2.15.1.2 Without notice, in the event of Customer use of equipment in such a manner as to adversely affect the utility's service to others;
- 2.15.1.3 Without notice, in the event of unauthorized use of telephone service;
- 2.15.1.4 For the Customer tampering with equipment furnished and owned by the utility;
- 2.15.1.5 For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the utilities;
- 2.15.1.6 For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission;
- 2.15.1.7 For failure of the Customer to permit the utility reasonable access to its equipment;
- 2.15.1.8 In cases of extreme risk involving abnormal and excessive use of toll service, Service may be denied two (2) days after written notice is given to the Customer unless satisfactory arrangements for payment are made;

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2.0 – REGULATIONS (CONT'D)

2.15 Refusal or Discontinuance of Service (Cont'd)

2.15.1 Permissible Reasons for Service Refusal or Discontinuance (Cont'd)

- 2.15.1.9 For failure of the Customer to provide the Company with a deposit as authorized by 103-621(1), if required by the Company pursuant to the terms of this Tariff;
- 2.15.1.10 For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain Service, or in the event such permissions are withdrawn or terminated;
- 2.15.1.11 Where there is probable cause to believe that there is illegal or willful misuse of Company's Service;
- 2.15.1.12 The Company is not required to furnish its Service or to continue its Service to any applicant who, at the time of such application, is indebted under an undisputed bill to the Company Service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the Company may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application;
- 2.15.1.13 For non-payment of that portion of the bill rendered by the local company for telecommunications service billed for another telecommunications common carrier; and
- 2.15.1.14 Without notice, in the event of a COCOT violation of a Commission Order of which the COCOT has been notified and has failed to correct the violation within the amount of time specified in such notification.

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2.0 – REGULATIONS (CONT'D)

2.15 Refusal or Discontinuance of Services (Cont'd)

2.15.2 Insufficient Reasons for Denying Service

Pursuant to Commission Rule 103-626, the Company may not refuse Service to a present or prospective Customer for the following reasons:

2.15.2.1 Non-payment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service;

2.15.2.2 Failure to pay for merchandise purchased from the Company;

2.15.2.3 Failure to pay for non-communications service provided by the Company, including, but not limited to, any non-regulated telecommunications equipment or services furnished by the Company;

2.15.2.4 Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa; or

2.15.2.5 Failure to pay billings associated with 900 and 900-type numbers or non-regulated charges.

2.15.3 Discontinuance of Service for Nonpayment of Bill

2.15.3.1 Customers whose payments are not received on or before the fifteenth (15th) day after the invoice date shall be issued notices of pending termination providing for eight (8) business days for payment. If payment is not received by the Company on the date indicated in the late notice, Service will be terminated.

2.15.3.2 Pursuant to Commission Rule 103-633, Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

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2.0 – REGULATIONS (CONT'D)

2.16 Reconnection of Service

2.16.1 In the event service has been disconnected for valid cause by the Company, the Company will assess a reconnection fee, as set forth in Section 4 of this Tariff and in the Price List, Appendix A, appended to this Tariff, upon reconnection of service to the Customer.

2.16.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.17 Promotions

The Company may promote the use of a local service by offering a waiver of part or all of the recurring or nonrecurring charge, a redemption coupon, or a premium with the purchase of service. The promotion may be aimed at certain Customers or to certain geographical locations.

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3.0 - LOCAL EXCHANGE SERVICES

3.1 General

Local Exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

- 3.1.1 Connect with an ILEC's switching network to place or receive calls from other stations on the public switched telecommunications network in the local calling area;
- 3.1.2 Receive calls from any calling station or telephone number, except for reverse billed toll calls;
- 3.1.3 Access other services offered by the Company as set forth in this Tariff;
- 3.1.4 Access certain interstate and international calling services;
- 3.1.5 Access the Company's business office for service related assistance;
- 3.1.6 Access emergency services by dialing 0- or 9-1-1; and
- 3.1.7 Access services provided by other common carriers.

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3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.2 Timing of Calls

Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

3.3 Service Area

Services are provided throughout the State in the same service areas of ILEC's with whom Company has Resale and/or Interconnection Agreements in effect. Services are provided subject to technical availability and compatibility with Customer facilities. Services, rates, and contract conditions may not be available in all areas. Company initially will provide service in BellSouth Telecommunications, Inc.'s ("BellSouth") service area.

3.4 Exchanges and Local Calling Areas

The Company provides service in BellSouth's exchanges as set forth in BellSouth's General Subscriber Service Tariff on file with the Commission. Local calling areas for Customers located in BellSouth's service area will be the same BellSouth's local calling areas.

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3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Service Descriptions

3.5.1 Basic Local Exchange Service

The Company's basic local service offering consists of a standard residence line providing a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Company offers flat rated, unlimited local service throughout its service area as approved by the Commission.

3.5.2 Custom Calling Services

3.5.2.1 Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

3.5.2.2 Call Waiting - provides a tone/signal to a Customer that has a call in progress, that another call has been placed to that Customer's telephone number. The Customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The Customer may elect not to respond to the signal, and continue the original call. In locations where the Company has made it available, Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the Customer has Three-Way Calling).

3.5.2.3 Caller Identification - Number - allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on Customer provided equipment.

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3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Service Descriptions (Cont'd)

3.5.2 Custom Calling Services (Cont'd)

3.5.2.4 Caller Identification Blocking

Caller Identification Blocking - Per Line and/or per call services will be offered with no monthly charges. A residential Customer who chooses Caller Identification Blocking- Per line will not be charged the nonrecurring charge. A Customer requesting line blocking will pay a nonrecurring charge to reestablish line blocking.

3.5.2.5 Three Way Calling - permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

3.5.3 Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service. When the Company agrees to keep a number unlisted, it does so without any obligation.

Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service. The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Service Descriptions (Cont'd)

3.5.4 Call Restriction Service

3.5.4.1 General

- A. Call Restriction Service will provide a choice of code restriction options for selected outgoing calls. Each option will permit local calls, non-chargeable calls to Company numbers such as repair service, emergency numbers (911) and 800 calling.
- B. Call Restriction Services will be available to basic exchange Customers.
- C. Subscribers dialing restricted call codes will be sent to an appropriate recorded announcement.
- D. Call Restriction Services are furnished only from central offices which have been arranged to provide these services. The services are provided subject to the availability of facilities.
- E. The Company will not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Call Restriction Services, including, without limitation the inability of the Customer to access the operator for any purpose and any other restricted dialing,
- F. Call Restriction Service will be established and provided at no charge for Customers receiving Lifeline service.

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3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Service Descriptions (Cont'd)

3.5.4 Call Restriction Service

3.5.4.2 Service Description

Option	Restricted Codes	Option	Restricted Codes	Option	Restricted Codes	Option	Restricted Codes
Option 1	Operator 0- Operator 0+ DDD 1+ 1+900 1+555-1212 and 1+NPA- 555-1212 411 Intl 01 IDDD 011+	Option 2	Operator 0- Operator 0+ Intl 01	Option 3	Operator 0- Operator 0+ DDD 1+ 1+900 1+555- 1212 and 1+NPA- 555-1212 Intl 01 IDDD 011+	Option 4	1+900

3.5.4.3 Rates and Charges

Call Restriction Service rates and charges are set forth in Section 4 and in Appendix A, Price List, attached to this Tariff.

3.5.5 E911

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls.

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4.0 – MAXIMUM RATES AND CHARGES

4.1 Basic Local Exchange Service

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Installation of Local Line		\$400.00
Conversion of Local Line		\$400.00
Basic Monthly Service	\$50.00	

4.2 Optional Features:

Set Up Charge		\$25.00*
Call Waiting	\$15.00	
Call Forwarding	\$15.00	
Three-Way Calling	\$15.00	
Caller ID	\$25.00	

4.3 Package

All above features	\$ 70.00
--------------------	----------

4.4 Non-Published Service \$15.00

4.5 Miscellaneous Charges

	<u>Nonrecurring Charge</u>
Change Telephone Number	\$30.00
Caller Identification Blocking Activation	\$20.00
Service at New Address	\$30.00
Reconnection Fee	\$30.00
Returned Payment Charge	\$35.00
Rush Order Charge	\$30.00
Call Restriction Service Activation	\$20.00

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4.0 – MAXIMUM RATES AND CHARGES (CONT'D)

4.6 Call Restriction Service

The rates and charges are for Call Restriction Service below are in addition to the applicable service charges, monthly rates, and nonrecurring charges for exchange access lines and other services or equipment with which they are associated.

Option No.	Max. Residential Nonrecurring Charge, Per Line	Max. Residential Recurring Charge, Per Line
Option 1	\$25.00	\$25.00
Option 2	\$25.00	\$25.00
Option 3	\$25.00	\$25.00
Option 4	\$25.00	\$25.00

4.7 Directory Assistance

Per Call

\$4.00

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APPENDIX A – PRICE LIST

EFFECTIVE RATES

1.1 Basic Local Exchange Service

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Installation of Local Line		\$300.00
Conversion of Local Line		\$300.00
Basic Monthly Service	\$21.00	

1.2 Optional Features:

Set Up Charge		\$10.00*
Call Waiting	\$5.00	
Call Forwarding	\$5.00	
Three-Way Calling	\$5.00	
Caller ID	\$10.00	

* The Optional Feature Set up Charge activates any one or all of these features. If ordered with initial service, no optional feature set up charge applies.

1.3 Package

All above features	\$ 29.00
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1.4 Non-Published Service \$5.00

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APPENDIX A – PRICE LIST (CONT'D)

EFFECTIVE RATES (CONT'D)

1.5 Call Restriction Service

The rates and charges are for Call Restriction Service below are in addition to the applicable service charges, monthly rates, and nonrecurring charges for exchange access lines and other services or equipment with which they are associated.

Option No.	Residential Nonrecurring Charge, Per Line	Residential Recurring Charge, Per Line
Option 1	\$10.00	\$10.00
Option 2	\$10.00	\$10.00
Option 3	\$10.00	\$10.00
Option 4	\$0.00	\$0.00

1.6 Miscellaneous Charges

Nonrecurring Charge

Change Telephone Number	\$20.00
Caller Identification Blocking Activation	\$10.00
Service at New Address	\$20.00
Reconnection Fee	\$30.00
Returned Payment Charge	\$25.00
Rush Order Charge	\$20.00
Call Restriction Service Activation	\$10.00

1.7 Directory Assistance

Per Call	\$2.00
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EXHIBIT F
APPLICANT'S UNAUDITED
FINANCIAL STATEMENTS
(ATTACHED)

9:04 AM
05/04/05
Cash Basis

VCI Company
Balance Sheet
As of December 31, 2004

	<u>Dec 31, 04</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH - Checking Acct.	313,730.85
1050 · CASH - Money Market	50,379.38
1055 · Money Market S24	<u>51,451.33</u>
Total Checking/Savings	415,561.56
Other Current Assets	
1225 · Employee Advance	15,978.14
1360 · Utilities Deposit	<u>50.00</u>
Total Other Current Assets	<u>16,028.14</u>
Total Current Assets	431,589.70
Fixed Assets	
1440 · Office Equipment	288,693.05
1450 · Telephone Equipment	14,915.69
1480 · Furniture & Fixtures	321,046.82
1500 · Accumulated Depreciation	<u>-596,160.00</u>
Total Fixed Assets	<u>28,495.56</u>
Other Assets	
1455 · Company Autos	91,846.29
1460 · Vehicle 1	53,954.01
1465 · Vehicle 2	<u>58,949.00</u>
Total Other Assets	<u>204,749.30</u>
TOTAL ASSETS	<u><u>664,834.56</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · *Accounts Payable	<u>25.83</u>
Total Accounts Payable	25.83
Other Current Liabilities	
2100 · Payroll Liabilities	
2105 · L & I Taxes Payable	1,788.86
2110 · Federal Payroll Taxes Payable	9,932.36
2115 · SUTA Taxes Payable	6,739.88
2125 · FUTA Taxes Payable	<u>394.14</u>
Total 2100 · Payroll Liabilities	<u>18,855.24</u>
2500 · B & O TAX PAYABLE	<u>12,544.00</u>
Total Other Current Liabilities	<u>31,399.24</u>
Total Current Liabilities	31,425.07

9:04 AM
05/04/05
Cash Basis

VCI Company
Balance Sheet
As of December 31, 2004

	<u>Dec 31, 04</u>
Long Term Liabilities	
2760 · GMAC 1	36,661.95
2765 · GMAC 2	50,147.18
Total Long Term Liabilities	<u>86,809.13</u>
 Total Liabilities	 118,234.20
 Equity	
3000 · Opening Bal Equity	17,973.17
3055 · Owner Draw	-1,410,894.27
3100 · Retained Earnings	83,691.00
Net Income	<u>1,855,830.46</u>
Total Equity	<u>546,600.36</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>664,834.56</u></u>

VCI Company
Profit & Loss
January through December 2004

	<u>Jan - Dec 04</u>
Ordinary Income/Expense	
Income	
4000 · Sales	
4020 · State	
4021 · Oregon	90,712.64
4022 · Washington	400,383.24
Total 4020 · State	<u>491,095.88</u>
4030 · Customer	1,911,453.67
4035 · Speed Pay	615,828.45
4040 · Feds	3,391,184.25
4045 · Money Gram	670,892.21
Total 4000 · Sales	<u>7,080,454.46</u>
4050 · Customer Refunds	-2,987.30
4060 · NSF Checks	-15,830.27
4070 · NSF Checks Fee	-2,313.00
Total Income	<u>7,059,323.89</u>
Cost of Goods Sold	
5000 · Qwest	2,424,719.42
Total COGS	<u>2,424,719.42</u>
Gross Profit	4,634,604.47
Expense	
Deposits	10,000.00
1469 · Equipment	15,178.06
6000 · Wages	
6050 · Salary - Office	683,979.79
6052 · Hourly Wages	47,056.00
6055 · Salary - Bonuses	55,608.28
6065 · Telephone Reimbursement	1,275.83
Total 6000 · Wages	<u>787,919.90</u>
6095 · Health Benefits	80,009.64
6100 · Outside Services	96,959.23
6115 · Security Alarm	4,171.51
6120 · Bank Service Charges	13,339.46
6125 · Credit Report	49.95
6150 · Office Equipment.	82,275.00
6151 · Customer Mail Out Supplies	11,939.49
6160 · Computer Software	1,988.61
6170 · Equipment Rental	6,719.69
6200 · Interest Expense	
6375 · Mortgage	0.00
6200 · Interest Expense - Other	2,904.92
Total 6200 · Interest Expense	<u>2,904.92</u>
6230 · Licenses and Permits	

VCI Company
Profit & Loss
January through December 2004

	<u>Jan - Dec 04</u>
6232 · USAC	15,886.12
6230 · Licenses and Permits - Other	31,562.51
Total 6230 · Licenses and Permits	47,448.63
6235 · Advertising	243,957.19
6240 · Dues & Subscriptions	1,292.45
6245 · Office Supplies	28,242.15
6250 · Postage & Delivery	
6255 · Postage Meter	26,473.00
6257 · Delivery	1,806.06
6250 · Postage & Delivery - Other	72,333.82
Total 6250 · Postage & Delivery	100,612.88
6258 · Uniforms	12,023.61
6260 · Printing/Copies	3,316.57
6265 · Professional Development	85.00
6270 · Professional Fees	
6280 · Legal Fees	27,847.49
6285 · Database Technician	5,250.00
6287 · Regulatory Consultation	8,021.93
6289 · Accounting Services	16,750.00
6270 · Professional Fees - Other	18,645.58
Total 6270 · Professional Fees	76,515.00
6290 · Rent	
6295 · Cams	497.28
6290 · Rent - Other	71,656.54
Total 6290 · Rent	72,153.82
6300 · Repairs	
6310 · Building Repairs	16,888.63
6320 · Computer Repairs	2,412.01
6330 · Equipment Repairs	182.95
6300 · Repairs - Other	47,791.14
Total 6300 · Repairs	67,274.73
6333 · Networking	10,216.22
6335 · Internet/Networking	7,222.13
6337 · Cable	8,783.45
6340 · Telephone	82,789.28
6342 · Cellular Phone	27,197.61
6344 · Telephone Installation	1,718.32
6345 · CABS Maintenance	2,858.37
6347 · Voicetronics	441.50
6370 · Auto & Truck Rental	37,496.31
6380 · Counseling Service	1,258.95
6390 · Utilities	
6395 · Gas and Electric	3,553.19
6396 · Water/Sewer	405.77
6390 · Utilities - Other	6,076.06

VCI Company
Profit & Loss
January through December 2004

	<u>Jan - Dec 04</u>
Total 6390 · Utilities	10,035.02
6393 · Refuse Service	6,414.66
6400 · Insurance	3,731.06
6500 · Auto	
6505 · Auto Insurance	5,600.34
6515 · Fuel	9,504.53
6517 · Auto Maintenance	3,359.93
6500 · Auto - Other	53,953.38
Total 6500 · Auto	<u>72,418.18</u>
6520 · Licenses & Permits	99,246.44
6550 · Education	6,517.01
6560 · Payroll Expenses	
6565 · Payroll Tax Expense	72,945.83
6560 · Payroll Expenses - Other	877.94
Total 6560 · Payroll Expenses	<u>73,823.77</u>
6620 · Entertainment & Promotion	
6625 · Entertainment	4,123.93
6630 · Meals	35,789.40
6635 · Travel	77,476.39
6637 · Video/Theatre	2,526.04
6620 · Entertainment & Promotion - Other	83,847.59
Total 6620 · Entertainment & Promotion	<u>203,763.35</u>
6750 · Interest	-301.07
6800 · Sales Tax Expense	21,229.52
7000 · Miscellaneous	15,586.18
8010 · Depreciation	325,265.00
Total Expense	<u>2,784,088.75</u>
Net Ordinary Income	1,850,515.72
Other Income/Expense	
Other Income	
7030 · Other Income	5,314.74
Total Other Income	<u>5,314.74</u>
Net Other Income	<u>5,314.74</u>
Net Income	<u><u>1,855,830.46</u></u>

VCI Company
Balance Sheet
As of October 31, 2005

	<u>Oct 31, 05</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH - Checking Acct.	712,019.02
1010 · Payroll Checking	-3,493.49
1050 · CASH - Money Market	-26,553.91
1055 · Money Market S24	<u>49,342.26</u>
Total Checking/Savings	731,313.88
Other Current Assets	
1225 · Employee Advance	30,464.50
1340 · Rent Deposit	2,500.00
1360 · Utilities Deposit	<u>50.00</u>
Total Other Current Assets	<u>33,014.50</u>
Total Current Assets	764,328.38
Fixed Assets	
1440 · Office Equipment	474,327.45
1450 · Telephone Equipment	30,531.69
1480 · Furniture & Fixtures	346,037.70
1500 · Accumulated Depreciation	<u>-596,160.00</u>
Total Fixed Assets	254,736.84
Other Assets	
1452 · Line Deposit	68,000.00
1455 · Company Autos	105,346.29
1460 · Vehicle 1	53,954.01
1465 · Vehicle 2	<u>58,949.00</u>
Total Other Assets	<u>286,249.30</u>
TOTAL ASSETS	<u><u>1,305,314.52</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · *Accounts Payable	<u>1,016.90</u>
Total Accounts Payable	1,016.90
Credit Cards	
2030 · Advanta	-16,727.61
2040 · Alliance One	-1,184.74
2062 · Rainier Pacific Visa	5,450.57
2063 · American Express	-13,073.12
2065 · American Express-Gold	<u>-36,253.27</u>
Total Credit Cards	-61,788.17
Other Current Liabilities	
2100 · Payroll Liabilities	

VCI Company
Balance Sheet
As of October 31, 2005

	<u>Oct 31, 05</u>
2105 · L & I Taxes Payable	3,733.29
2110 · Federal Payroll Taxes Payable	270,506.40
2115 · SUTA Taxes Payable	-2,826.82
2125 · FUTA Taxes Payable	2,840.32
2130 · Manley Services Payable	14,993.25
Total 2100 · Payroll Liabilities	<u>289,246.44</u>
 2500 · B & O TAX PAYABLE	 12,544.00
Total Other Current Liabilities	<u>301,790.44</u>
 Total Current Liabilities	 241,019.17
 Long Term Liabilities	
2750 · Mortgages Payable	-58,866.41
2760 · GMAC 1	27,244.99
2765 · GMAC 2	40,236.48
Total Long Term Liabilities	<u>8,615.06</u>
 Total Liabilities	 249,634.23
 Equity	
3000 · Opening Bal Equity	17,973.17
3050 · Owner Distribution	-10,000.00
3055 · Owner Draw	-5,064,258.45
3100 · Retained Earnings	1,938,681.65
Net Income	4,173,283.92
Total Equity	<u>1,055,680.29</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>1,305,314.52</u></u>

VCI Company
Profit & Loss
January through October 2005

	<u>Jan - Oct 05</u>
Ordinary Income/Expense	
Income	
4000 · Sales	
4010 · CABBS	207,852.02
4020 · State	
4021 · Oregon	151,988.00
4022 · Washington	483,297.04
4020 · State - Other	902.75
Total 4020 · State	<u>636,187.79</u>
4024 · ACE	91,649.35
4025 · ChoicePay	1,722.82
4030 · Customer	2,308,399.52
4035 · Speed Pay	1,108,711.81
4040 · Money Gram	1,014,897.87
4041 · Feds	
4042 · WA	3,648,459.01
4043 · OR	1,029,622.00
4044 · WY	519,222.00
4045 · IA	498,736.00
4047 · ID	3,267.00
Total 4041 · Feds	<u>5,699,306.01</u>
4000 · Sales - Other	-12.21
Total 4000 · Sales	<u>11,068,714.98</u>
4050 · Customer Refunds	-11,494.14
4060 · NSF Checks	-24,395.64
4070 · NSF Checks Fee	-2,560.00
Total Income	<u>11,030,265.20</u>
Cost of Goods Sold	
5000 · Qwest	3,723,839.86
Total COGS	<u>3,723,839.86</u>
Gross Profit	7,306,425.34
Expense	
6000 · Wages	
6050 · Salary - Office	776,265.99
6052 · Hourly Wages	88,240.00
6055 · Salary - Bonuses	74,331.00
6065 · Telephone Reimbursement	875.00
Total 6000 · Wages	<u>939,711.99</u>
6095 · Health Benefits	165,614.10
6100 · Outside Services	104,088.74
6115 · Security Alarm	8,034.32
6120 · Bank Service Charges	118.02
6125 · Credit Report	147.10

VCI Company
Profit & Loss
January through October 2005

	<u>Jan - Oct 05</u>
6151 · Customer Mail Out Supplies	15,397.74
6160 · Computer Software	14,958.68
6170 · Equipment Rental	2,108.52
6230 · Licenses and Permits	
6232 · USAC	0.00
6230 · Licenses and Permits - Other	12,145.19
Total 6230 · Licenses and Permits	12,145.19
6235 · Advertising	421,063.18
6240 · Dues & Subscriptions	1,961.71
6245 · Office Supplies	29,104.59
6250 · Postage & Delivery	103,696.07
6258 · Uniforms	5,711.63
6260 · Printing/Copies	817.56
6265 · Professional Development	3,200.00
6270 · Professional Fees	
6285 · Database Technician	43,256.06
6287 · Regulatory Consultation	16,936.97
6289 · Accounting Services	46,232.43
6270 · Professional Fees - Other	36,531.61
Total 6270 · Professional Fees	142,957.07
6290 · Rent	33,553.80
6300 · Repairs	
6310 · Building Repairs	12,368.56
6300 · Repairs - Other	33,823.73
Total 6300 · Repairs	46,192.29
6333 · Networking	220.00
6335 · Internet/Networking	3,931.81
6337 · Cable	21,527.11
6340 · Telephone	47,582.23
6342 · Cellular Phone	27,324.72
6344 · Telephone Installation	9,723.48
6345 · CABS Maintenance	15,403.02
6370 · Auto & Truck Rental	13,074.74
6390 · Utilities	
6391 · VCI	2,238.75
6392 · Little River	8,127.24
6395 · Gas and Electric	3,789.05
6396 · Water/Sewer	3,430.38
6390 · Utilities - Other	1,851.14
Total 6390 · Utilities	19,436.56
6393 · Refuse Service	7,677.70
6400 · Insurance	8,156.00
6500 · Auto	
6505 · Auto Insurance	8,124.72
6515 · Fuel	5,492.61
6517 · Auto Maintenance	16,871.89

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11/09/05
Cash Basis

VCI Company
Profit & Loss
January through October 2005

	<u>Jan - Oct 05</u>
6500 · Auto - Other	2,080.62
Total 6500 · Auto	<u>32,569.84</u>
6520 · Licenses & Permits	73,274.40
6550 · Education	16,955.65
6560 · Payroll Expenses	
6565 · Payroll Tax Expense	200,999.88
6560 · Payroll Expenses - Other	<u>185,505.04</u>
Total 6560 · Payroll Expenses	<u>386,504.92</u>
6620 · Entertainment & Promotion	
6630 · Meals	28,826.84
6635 · Travel	147,463.65
6637 · Video/Theatre	797.29
6620 · Entertainment & Promotion - Other	<u>142,538.26</u>
Total 6620 · Entertainment & Promotion	<u>319,626.04</u>
6800 · Sales Tax Expense	10,721.53
6850 · Real Estate Tax	5,515.62
7000 · Miscellaneous	<u>63,333.75</u>
Total Expense	<u>3,133,141.42</u>
Net Ordinary Income	<u>4,173,283.92</u>
Net Income	<u><u>4,173,283.92</u></u>

VERIFICATION

On behalf of Applicant, the undersigned verify that the information contained in the attached financial statements has been examined and is true and correct to the best of our knowledge and belief.

VCI Company

By: 

Name: Stanley Johnson

Title: President

VCI Company doing business in
South Carolina as

Vilaire Communications, Inc.

3875 Steilacoom Blvd S.W. #A

Lakewood, Washington 98499

Phone: 253-973-2476

Fax: 253-475-6328

Email: StanJ@vilaire.com

Date

Jan 6, 2006

and

By: 

Name: Stan Efferding

Title: Secretary/Treasurer

VCI Company

a/k/a Vilaire Communications, Inc.

3875 Steilacoom Blvd S.W. #A

Lakewood, Washington 98499

Phone: 206-419-5948

Fax: 253-475-6328

Email: Vilaire@comcast.net

January 6, 2006

Date

EXHIBIT G
RESUMES OF APPLICANT'S PRINCIPALS
(ATTACHED)

Stan Efferding
7304 Zircon Dr. SW
Lakewood, WA 98498
206-419-5948
Fax 253-475-6328

Professional Resume

12/2002 - Current: VCI Company (Vilaire Communications Inc.)

Residential phone service, licensed in 19 states.

2/2004 – Current: Heather Meadows Apartments/Owner

Multifamily Investment

9/2002 - 10/2003: Vilaire Apartments/Owner

Multifamily investment

8/2000 - 12/2002: Vice President, Tel West Communications

25,000 business and residential customers serviced in 20 state region.

1998 – 2000: Simpson Property Group Limited Partnership/SIMCOM (Simpson Communications), Regional Manager

1206 unit portfolio. Facilities based telephone and cable operations throughout.

1991 – 1998: Mulqueeney Company, Property Manager

1996-1998: Property Manager, Chase Properties, 536 units. Facilities based telephone and cable operations managed in partnership with telephones plus/cable plus.

1995: Project Manager, \$13.5M, 200 unit Chase Gardens apartment development.

1991-1995 – Property Manager, Chase Village, 336 units

1985 – 1990: University of Oregon Bachelor of Science

Stanley Johnson
7304 Zircon Dr. SW
Lakewood, WA 98498
(253) 973-2476 Cell
StanJ@vilair.com

Profile:

Talented negotiator and team leader with contributions in problem solving, decision making and implementing new systems. Experienced in business analysis, budgeting and P&L responsibility. Recognized as a hands-on, proactive troubleshooter who can rapidly identify business problems and provide solutions. A creative individual, very observant of details and their possible consequence/application.

Position & Employers:

2002 - President, VCI Company (Vilaire Communications Inc.)
2001 - 2002 Financial Business Specialist, Bayer Health Care
1999 - 2001 Coordinator, International Business Machine (IBM)
1997 - 1999 Regional Finance Manager, AmeriCorp
1995 - 1997 Financial Analyst, Wells Fargo Bank

Education:

MBA, Eastern Michigan University, MI (1998)
Graduated Cum laude

B.S., Norfolk State University, VA (1995)
Emphasis in Finance
G. P.A in Major: 3.52

Experience:

President, VCI Company (Vilaire Communications Inc.)

- Residential phone service, licensed in 18 states

Bayer HealthCare, Financial Business Specialist

- Design, implement and managed a \$2.1 Billion Sales budget process made up of 20 different currencies.
- Performed detail product profitable analysis, which leads to a 7% increase in company's overall performance.

- Performed competitive benchmarks Analysis that leads to a 27% increase in market Share.
- Prepared and presented Monthly, Quarterly and yearly finance performance measurements to senior level management.

IBM, Coordinator

- Designed, Implemented and managed a forecast process that helped senior level management increase profitable 250 Million.
- Developed and managed a pricing and marketing strategy the increased product market share by 50% in 6 months.
- Prepared and presented Monthly Performance measurement to Senior Level management.
- Performed detail analysis on companies for future business acquisitions.
- Strategize with senior level management in regards to current and future sale growth.

Wells Fargo Bank, Financial Analysts

- Performed financial statement analysis on small companies for future investment opportunity.
- Prepared Quarterly performance Measurement for middle level management.
- Prepared/Analyzed Income – Related statements, balance sheet and earnings schedules for 100 million corporation and subsidiaries.

Career Achievements:

- Cited for “exemplary” performance in 1996 Performance review
- Analyzed capital markets issues including interest rate risk, divestitures and other restructurings.
- Oversaw all marketing and customer service activities; led region to 12% increase in profitability over previous year.
- 25% revenue and 15% market share increase in 2 years